UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI
(JACKSON-3 DIVISIONAL OFFICE)

IN RE: CASE NUMBER: 17-01237-NPO

TERRY L. THERRELL CHAPTER 13

DEBTOR

OBJECTION TO CONFIRMATION OF THE PLAN

Santander Consumer USA Inc. dba Chrysler Capital ("Secured Creditor"), a creditor in the above-captioned proceeding, objects to the confirmation of the Debtor's Chapter 13 Plan on the grounds that the proposed plan provides for payment of a lesser amount than its secured claim. In support of its objection, Secured Creditor shows:

1. On September 30, 2013, in connection with the purchase of a motor vehicle, Terry L. Therrell (the "Debtor") executed a Retail Installment Contract and Security Agreement ("Contract"), a copy of which is attached as Exhibit "A." As shown by the Secretary's Certificate attached as Exhibit "B," the Contract was assigned to Secured Creditor.

2. To secure the payment of the indebtedness, the Debtor granted a security interest in a 2012 Dodge Ram to the holder of the Contract.

3. Accordingly, Secured Creditor has duly perfected its security interest in the Vehicle evidenced by the Certificate of Title attached as Exhibit "C."

4. As of the date of filing, the Debtor owed Secured Creditor $41,008.24, with interest accruing at a rate of 11.48% as evidenced in Secured Creditor's Proof of Claim filed herein and attached as Exhibit "D."

5. The Debtor's Chapter 13 Plan provides for payments to be made to Secured Creditor based upon a secured claim of $16,852.50 at 5% interest.

6. The current fair market value of the Vehicle is $29,272.50 which is 90% of the N.A.D.A. retail value attached as Exhibit "E."

7. Accordingly, Secured Creditor has a secured claim in the amount of $29,272.50.

8. The plan thus fails to meet the requirement of 11 U.S.C. 1325(a)(5)(B)(ii) in that the value of the property to be distributed to Secured Creditor under the plan is less than the allowable amount of its secured claim.

WHEREFORE, Santander Consumer USA Inc. dba Chrysler Capital prays that the Court deny confirmation of the Debtor's Chapter 13 Plan unless it is modified to correct the deficiencies set forth herein.

THE SUNDMAKER FIRM, L.L.C.

/s/ Gregory J. Walsh
GREGORY J. WALSH (#104344)
1027 Ninth Street
New Orleans, LA 70115
Telephone: (504) 568-0517
Fax: (504) 568-0519
greg@sundmakerfirm.com
Attorney for Secured Creditor

CERTIFICATE OF SERVICE

I certify that the foregoing has been served on all interested parties as listed below by depositing same in the U.S. Mail, postage prepaid, and/or by electronic mail this 9th day of May, 2017:

Harold J. Barkley T1, Jr.
P.O. Box 4476
Jackson, MS 39296-4476

United States Trustee
501 East Court Street
Suite 6-430
Jackson, MS 39201

Edwin F Tullos
P.O. Box 505
Raleigh, MS 39153-0505

Terry L Therrell
PO Box 1072
Raleigh, MS 39153

/s/ Gregory J. Walsh
Gregory J. Walsh

Retail Installment Contract and Security Agreement

Seller Name and Address	Buyer(s) Name(s) and Address(es)	Summary
HOWARD WILSON HRYSLER JEEP, IN 4000 LAKELAND DRIVE JACKSON, MS 39232	TERRY THERRELL 25280 HIGHWAY 35N RALEIGH MS 39153	No. Date 09/30/2013

☐ Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 1787.42
11.48 %	$ 19223.04	$ 48750.00	$ 67973.04	$ 69760.46

Payment Schedule. Your payment schedule is

No. of Payments	Amount of Payments	When Payments are Due
72	$ 944.07	MONTHLY BEGINNING 11/14/2013
N/A	$ N/A	N/A
N/A	$ N/A	N/A

Security. You are giving us a security interest in the Property purchased.

Late Charge. If you don't make a payment within 10 days of its due date, you will pay a late charge of 5% of the late amount or $5, whichever is less, unless the Vehicle is a commercial vehicle. For a commercial vehicle, if you don't make a payment within 15 days of its due date, you will pay a late charge of 4% of the late amount; with a minimum charge of $5 and a maximum charge of $50.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2012	DODGE	RAN3500	PK	3C63D20L9CG294216	12

☒ New ☐ Used ☐ Demo

Other:

Description of Trade-In

05 DODG RAM2500 3D7MR48C75G777037

Conditional Delivery

☐ Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A

N/A. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Itemization of Amount Financed

a. Cash Price of Vehicle, etc. (incl. sales tax of $ 1737.42)	$ 49527.42
b. Trade-in allowance	$ 13286.63
c. Less: Amount owing, paid to (includes k): N/A	$ 11499.21
d. Net trade-in (b-c; if negative, enter $0 here and enter the amount on line k)	$ 1787.42
e. Cash payment	$ N/A
f. Manufacturer's rebate	$ N/A
g. Deferred down payment	$ N/A
h. Other down payment (describe)	$ N/A
i. Down Payment (d+e+f+g+h)	$ 1787.42
j. Unpaid balance of Cash Price (a-i)	$ 47740.00
k. Financed trade-in balance (see line c)	$ N/A
l. Paid to public officials, including filing fees	$ 15.00
m. Insurance premiums paid to insurance company(ies)	$ N/A
n. Service Contract, paid to: N/A	$ N/A
o. UM&A GAP	$ 750.00
p. DOC FEE	$ 245.00
q. N/A	$ N/A
r. N/A	$ N/A
s. N/A	$ N/A
t. N/A	$ N/A
u. N/A	$ N/A
v. Total Other Charges/Amts Paid (k thru u)	$ 1010.00
w. Prepaid Finance Charge	$ N/A
x. Amount financed-principal balance (j+v-w)	$ 48750.00
y. Finance charge	$ 19223.04
z. Total of payments-time balance (x+y)	$ 67973.04

We may retain or receive a portion of any amounts paid to others.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life
☐ Single ☐ Joint ☒ None
Premium $ N/A Term N/A
Insured

Credit Disability
☐ Single ☐ Joint ☒ None
Premium $ N/A Term N/A
Insured

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: DOB

By: DOB
N/A

By: DOB

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed $ N/A. If you get insurance from or through us you will pay $ N/A for N/A of coverage.

This premium is calculated as follows:

☐ $ N/A Deductible, Collision Cov. $ N/A
☐ $ N/A Deductible, Comprehensive $ N/A
☐ Fire-Theft and Combined Additional Cov. $ N/A
☐ N/A $ N/A

Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

☐ **Single-Interest Insurance.** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay $ N/A for of coverage.

Sales Agreement

Payment. You promise to pay us the principal amount of $ 48750.00 plus finance charges accruing on the unpaid balance at the rate of 11.4800 % per year from the date of this Contract until maturity. Finance charges accrue on a 365 day basis. After maturity, or after you default and we demand payment, we will charge finance charges on the unpaid balance at 11.48 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

☒ **Document/Service Fee.** You agree to pay a document/service fee of $ 245.00

A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ Service Contract
Term N/A
Price $ N/A
Coverage N/A

☒ Gap Waiver or Gap Coverage
Term 72 MONTHS
Price $ 750.00
Coverage SEE GAP POLICY FOR COVERAGE

☐ N/A
Term N/A
Price $ N/A
Coverage N/A

[signature] 09/30/2013
By: Date

By: Date
N/A
By: Date

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

[signature] 09/30/2013
By: Date

By: Date
N/A
By: Date

Notice to the Buyer. 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract you sign.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer [signature] 09/30/2013
By: Date

By: Date
N/A
By: Date

Seller Howard Wilson Chrysler Jeep Dodge [signature] 09/30/2013
By: Date

Assignment. This Contract and Security Agreement is assigned to CHRYSLER CAPITAL, the Assignee, phone . This assignment is made ☐ under the terms of a separate agreement made between the Seller and Assignee ☐ under the terms of the Assignment by Seller section on page 2. ☐ This Assignment is made with recourse.

Seller [signature] 09/30/2013
By: HOWARD WILSON CHRYSLER JEEP, INC. Date

Original

"A"

Additional Terms of the Sales Agreement

Definitions. *"Contract"* refers to this Retail Installment Contract and Security Agreement. The pronouns *"you"* and *"your"* refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns *"we"*, *"us"* and *"our"* refer to the Seller and any entity to which it may transfer this Contract. *"Vehicle"* means each motor vehicle described in the *Description of Property* section. *"Property"* means the Vehicle and all other property described in the *Description of Property* and *Additional Protections* sections.

Purchase of Property. You agree to purchase the Property from us, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the *Description of Property* section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The *"Total Sale Price"* is the total price of the Property if you buy it over time.

General Terms. The Total Sale Price shown in the *Truth-in-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Returned Payment Charge. If you make any payment required by this Contract with a check that is returned due to insufficient funds in the account, and we are charged a fee or service charge as a result of such a return, then we may add the actual amount of the fee or service charge up to a maximum of $15.00 to the unpaid balance of this Contract.

Governing Law and Interpretation. This Contract is governed by the law of Mississippi and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to perform any obligation that you have undertaken in this Contract.
- We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorneys' fees not in excess of 15% of the unpaid debt after default and referral to an attorney not a salaried employee of ours.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law and this Contract, subject to any right to reinstate this Contract that you may exercise. Those remedies include:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges. If we have repossessed the Property, our right to accelerate is subject to your right to redeem the Property and reinstate the Contract as the law allows.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the post-maturity rate described in the *Payment* section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- If you do not redeem the Property, we may sell the Property and apply whatever we receive to our reasonable expenses and then toward what you owe us as the law allows.
- Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the post-maturity rate described in the *Payment* section until paid in full.

Creditor-Placed Insurance Notice. You are giving us a security interest in the Property. You are required to maintain insurance on the Property to protect our interest until all amounts owed under this Contract are paid. If you fail to provide us evidence of that insurance, we may place insurance on the Property. You will be responsible to pay for the costs of the insurance we place.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

Notices

NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Si compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

Third Party Agreement

In this section only, *"you"* means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

By: Date

Assignment by Seller

Seller sells and assigns this Retail Installment Contract and Security Agreement (Contract), to the Assignee, its successors and assigns, including all its rights, title and interest in this Contract, and any guarantee executed in connection with this Contract. Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract.

[Separate Agreement. If this Assignment is made "under the terms of a separate agreement" as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.]

Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
- The statements contained in this Contract are true and correct.
- The down payment was made by the Buyer in the manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives.
- This sale was completed in accordance with all applicable federal and state laws and regulations.
- This Contract is valid and enforceable in accordance with its terms.
- The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
- This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
- A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
- The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- Seller has or will perfect a security interest in the Property in favor of the Assignee.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this Assignment, notice of nonpayment or nonperformance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compromise or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

Unless otherwise indicated on page 1, this Assignment is without recourse.

With recourse. If this Assignment is made "with recourse" as indicated on page 1, Assignee takes this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.

SANTANDER CONSUMER USA INC.
SECRETARY'S CERTIFICATE

I, Eldridge A. Burns, Jr., Secretary of SANTANDER CONSUMER USA INC. (the "Corporation"), a private corporation duly organized and existing under the laws of the State of Illinois, do hereby certify that on February 6, 2013, Chrysler Group LLC granted to the corporation a non-transferable, royalty-free license to use the "*Chrysler Capital*", "*Chrysler*", "*Dodge*", "*Jeep*", "*RAM*", "*Chrysler Capital*" and "*Mopar*" word trademarks, and their corresponding brand logos.

IN WITNESS WHEREOF, I have hereunto signed my name effective as of the 11th day of February 2013.

Eldridge A. Burns, Jr.
Chief Legal Officer and Secretary

"B"

CERTIFICATE OF TITLE

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
3C63D2DL9CG294216	DODG	2012	SL3	CW	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
10302013	09302013	06	X	TK-TR	000

ODOMETER - TENTHS NOT INCLUDED

OWNER

THERRELL TERRY
25280 HWY 35N
RALEIGH MS 39153

1ST LIENHOLDER (OR OWNER IF NO LIEN)

CHRYSLER CAPITAL
P O BOX 961272
FORT WORTH TX 76161

DATE:
MONTH | DAY | YEAR
09/30/2013

2ND LIENHOLDER

DATE:
MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN ______________________ (LIENHOLDER) BY ______________________ (SIGNATURE AND TITLE)

THIS ____________ DAY OF ____________ 20 ______

2ND LIEN ______________________ (LIENHOLDER) BY ______________________ (SIGNATURE AND TITLE)

THIS ____________ DAY OF ____________ 20 ______

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 30 DAY OF OCTOBER 20 13

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

DEPARTMENT OF REVENUE

VOID IF ALTERED

Fill in this information to identify the case:

Debtor 1 TERRY THERRELL

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: SOUTHERN District of MISSISSIPPI
(State)

Case number 17-01237

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

Santander Consumer USA Inc., an Illinois corporation d/b/a Chrysler Capital.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor ____________

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom? ____________

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Santander Consumer USA Inc., an Illinois corporation d/b/a Chrysler Capital. Name	Santander Consumer USA Inc., an Illinois corporation d/b/a Chrysler Capital. Name
1601 Elm St, Suite 800 Number Street	P.O. Box 961278 Number Street
Dallas, TX 75201 City State ZIP Code	Fort Worth, TX 76161 City State ZIP Code
Contact phone	Contact phone
Contact email	Contact email ____________

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

____

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) ____________ Filed on ____________ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing? ____________

MD

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☐ No
☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:

7. How much is the claim? $41,008.24

Does this amount include interest or other charges?
☐ No
☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Money Loaned

9. Is all or part of the claim secured?

☐ No
☑ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☑ Motor vehicle
☐ Other. Describe: 2012 DODGE TR RAM 3500 PIC

Basis for perfection: Certificate of Title
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $35,525.00
Amount of the claim that is secured: $35,525.00
Amount of the claim that is unsecured: $5,483.24 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ 6,623.49

Annual Interest Rate (when case was filed) 11.48%
☑ Fixed
☐ Variable

10. Is this claim based on a lease?

☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $____________

11. Is this claim subject to a right of setoff?

☑ No
☐ Yes. Identify the property: $____________

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$__________
☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$__________
☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$__________
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$__________
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$__________
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$__________

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/25/2017
MM / DD / YYYY

/s/ Amy Hudson
Signature

Print the name of the person who is completing and signing this claim:

Name: Amy Hudson
First name Middle name Last name

Title: Bankruptcy Specialist

Company: Santander Consumer USA Inc., an Illinois corporation d/b/a Chrysler Capital.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: __________
Number Street

____
City State Zip Code

Contact phone __________ Email __________

CHRYSLER
CAPITAL

Case Number: 17-01237
Filer(s) Name:
TERRY THERRELL

Account No:
Original Claim #:

Payoff Itemization

Filing Date: 3/30/2017

Total Principal:	$ 38,755.49
Total Interest:	$ 2,237.75
Total Extension Fees:	$ 0.00
Total Late Fees:	$ 15.00
Total NSF Fees:	$ 0.00
Total Legal Fees:	$ 0.00
Total Repo Fees:	$ 0.00
Payoff	$41,008.24

N.A.D.A. Official Used Car Guide
Automated Vehicle Valuation
Friday, April 07, 2017

Guide Edition: March 2017 **Region:** Southeastern

Vehicle: 2012 DODGE TRUCK
Ram 3500 Pickup-I6 **VIN:** 3C63D2DL9CG294216
Crew Cab SLT 2WD **Weight:** 6,724

Mileage: 42,579 **MSRP:** $44,405.00

Base Retail: $30,450.00 **Base Trade:** $26,625.00 **Base Loan:** $23,975.00

Accessory Adjustments:

(Retail) (Trade) (Loan)

Mileage Adj.: $2,075.00 **(Trade) Accessory Adj.:** $0.00

Total N.A.D.A. Official Used Car Values

Retail: $32,525.00 **Trade:** $28,700.00 **Loan:** $26,050.00

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